



TRUST ETERNA

INVESTMENT AGREEMENT

IMMIGRANTS INVESTORS PROGRAMME

Investment agreement between

Name: _____

Family name at birth: _____

Given name: _____

Date of birth: _____

Home address: _____

Mailing address: _____

Business / residential phone number: _____

Citizenship: _____

Hereinafter called: **INVESTOR**

and

TRUST ETERNA INC.

1134, Grande Allée West, suite 400, Quebec (Quebec) G1S 1E5, Canada

Phone: (418) 266-6000

Fax: (418) 266-1002

Hereinafter called: **FINANCIAL INTERMEDIARY**

Ministry of the Immigration and the Cultural Communities

PREAMBLE

WHEREAS THE INVESTOR wishes to settle in Quebec as a permanent resident within the meaning of the *Immigration and Refugee Protection Act* (S.C. 2001, c. 27);

WHEREAS THE INVESTOR meets the definition of investor within the meaning of the *Regulation respecting the selection of foreign nationals* (R.R.Q., 1981, c. M-23.1, r. 2; L.Q., 1994, c.15. a.12, as amended), hereinafter referred to as the "Regulation", an excerpt of which is reproduced in Schedule A hereto;

WHEREAS section 34.1 of the Regulation provides that a foreign national who wishes to obtain a Québec selection certificate as an investor must file with the *Ministre de l'Immigration et des Communautés culturelles*, hereinafter referred to as the "Minister", an investment agreement, hereinafter referred to as the "Agreement", signed with a financial intermediary and providing for the investment of a sum of \$400,000 with Investissement Québec or one of its subsidiaries;

WHEREAS the income generated by the investment by the INVESTOR will serve to finance:

- the *Programme des immigrants investisseurs pour l'aide aux entreprises*, hereinafter referred to as the "Program", to assist businesses undertaking a project for investment, technological innovation, design innovation or market development;
- the *Programme d'aide à l'intégration des immigrants et des minorités visibles en emploi*;
- steps taken to consolidate and promote business immigration within the *Ministère de l'Immigration et des Communautés culturelles*;
- the fees of the financial intermediaries;
- the administration fees incurred by Investissement Québec or one of its subsidiaries.

WHEREAS THE FINANCIAL INTERMEDIARY meets the definition of a dealer in securities acting as principal or a trust company within the meaning of the Regulation;

WHEREAS THE FINANCIAL INTERMEDIARY has entered into an agreement with the Minister and *Investissement Québec* or one of its subsidiaries setting out their duties and obligations with respect to the Regulation and the Program;

WHEREAS THE FINANCIAL INTERMEDIARY is subject to *An Act respecting trust companies and savings companies* (S.R.Q., c. S-29.01) and is required to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (S.C. 2000, c. 17) as well as sections 83.1 and 83.11 of the *Criminal Code* (R.S.C. 1985, c. C-46);

The preamble forms an integral part of this Agreement.

1. PURPOSE OF THE AGREEMENT

- 1.1 This Agreement is intended to set out the rights, duties and obligations of the INVESTOR and of the FINANCIAL INTERMEDIARY with respect to the investment which the INVESTOR is to make, which investment shall represent one of the conditions necessary to obtaining a Québec selection certificate, as defined in the Regulation and, subsequently, to the INVESTOR obtaining permanent residence status within the meaning of the *Immigration and Refugee Protection Act* (S.C. 2001, c. 27).

2. INVESTMENT

- 2.1 The Regulation stipulates that the Agreement must provide for the investment, by the INVESTOR, of an amount of four hundred thousand dollars (\$400,000), hereinafter referred to as the "Amount", with a FINANCIAL INTERMEDIARY who shall then transfer it to, and invest it with, *IQ Immigrants Investisseurs inc.*, a subsidiary of *Investissement Québec*.
- 2.2 The term of the investment with *IQ Immigrants Investisseurs inc.* shall be five (5) years and shall be computed as of the date when such Amount shall be invested by *IQ Immigrants Investisseurs inc.*
- 2.3 Such date must come after the date on which the Minister shall have forwarded to the INVESTOR notice of its intention to issue to him a Québec selection certificate.

3. DUTIES OF THE INVESTOR

The INVESTOR undertakes to:

- 3.1 Deposit the Amount or any part of the Amount with the FINANCIAL INTERMEDIARY, in a separate client account and established in his name, no later than one hundred and ten (110) days after the forwarding of the notice of intent to issue a Québec selection certificate, for the purposes of the investment to be made with *IQ Immigrants Investisseurs inc.*;

The deposit of the Amount with the FINANCIAL INTERMEDIARY must be after the forwarding of the notice of intent to issue the Québec selection certificate by the Minister;

- 3.2 Disclose to the FINANCIAL INTERMEDIARY the following personal information: name, sex, date of birth, permanent address, home telephone number, citizenship, as well as a document certifying his identity, the number of such document and its place of issue;
- 3.3 Notify the Minister and the FINANCIAL INTERMEDIARY of any change to his name, permanent address or mailing address, citizenship or home or business telephone numbers within thirty (30) days following such change;

- 3.4 Deliver a copy of the following documents to the FINANCIAL INTERMEDIARY within ten (10) days after they have been obtained: notice of intent to issue a Québec selection certificate, the Québec selection certificate and the Canadian visa or the refusal of visa or of permanent residence, as the case may be.

4. DUTIES OF THE FINANCIAL INTERMEDIARY

The FINANCIAL INTERMEDIARY undertakes to:

- 4.1 Deliver to the INVESTOR a statement from the FINANCIAL INTERMEDIARY certifying the verification of the identity of the INVESTOR and describe the steps which it undertook to determine the source and origin of the assets of the latter, who shall append such statement to his application for the Québec selection certificate.
- 4.2 Receive the Amount or any part of the Amount from the INVESTOR, only after the forwarding of the notice of intent to deliver the Québec selection certificate by the Minister;
- 4.3 Open in Québec a separate client account in the name of the INVESTOR and deposit therein directly the Amount or any part of the Amount received from the INVESTOR;
- 4.4 Acknowledge receipt of the Amount from the INVESTOR within a reasonable time;
- 4.5 Invest the Amount with *IQ Immigrants Investisseurs inc.* as soon as practicable and no later than one hundred and twenty (120) days after the forwarding of the notice of intent to deliver the Québec selection certificate by the Minister, for the purposes provided in the Regulation and according to the applicable terms of the Program;
- 4.6 Hold only itself or by an authorized financial institution the Note to be issued by *IQ Immigrants Investisseurs inc.* until the payment of the Amount by *IQ Immigrants Investisseurs inc.*;
- 4.7 Obtain the written consent of the INVESTOR in respect of any transaction carried out through his account. The consent may be obtained by way of a power of attorney setting out the transactions to be made. The FINANCIAL INTERMEDIARY shall provide the Minister with evidence that it has obtained such consent;
- 4.8 Repay, upon maturity of the investment and subject to the debts and liabilities incurred by the INVESTOR towards the FINANCIAL INTERMEDIARY and any existing security, the Amount to the INVESTOR and file with the Minister a document certifying such repayment, within thirty (30) days following the maturity of the investment. In the event of a revocation of the investment, the terms of repayment provided for in Subsections 5.3 to 5.6 shall apply.
- 4.9 In all instances where a repayment to the INVESTOR shall be necessary prior to maturity, repay the Amount in the country of origin of the funds, even if the INVESTOR wishes his funds to remain in Canada; close the account of the INVESTOR, which was opened as part of the immigration file; carry out any subsequent transaction through a new account, as part of another relationship between the FINANCIAL INTERMEDIARY and the INVESTOR.

5. TERMINATION OF THE AGREEMENT PRIOR TO MATURITY

- 5.1 Upon coming into force, the Agreement may not be terminated prior to the transfer of the Amount from the FINANCIAL INTERMEDIARY to *IQ Immigrants Investisseurs inc.*, except in the following circumstances:
- the INVESTOR withdraws his application for a Québec selection certificate within the meaning of *An Act respecting immigration to Québec* (R.S.Q., c. I-0.2, a. 3.3);
 - the application for the Québec selection certificate by the INVESTOR within the meaning of *An Act respecting immigration to Québec* (R.S.Q., c. I-0.2, a. 3.3) is refused;
 - the file in respect of the application for the Québec selection certificate of the INVESTOR within the meaning of *An Act respecting immigration to Québec* (R.S.Q., c. I-0.2, a. 3.3) is closed.
- 5.2 Should one of the events referred to in Subsection 5.1 occur, the INVESTOR shall forthwith notify in writing the FINANCIAL INTERMEDIARY of his intent to terminate the Agreement and specify the grounds upon which his request is based. Such notice shall be accompanied by a copy of the confirmation from the Minister to the effect that the application for Québec selection certificate has been withdrawn by, or refused to, the INVESTOR or that his file in respect of the application for the Québec selection certificate has been closed.
- 5.3 Prior to maturity, the investment shall be irrevocable and the Agreement may not be terminated once the transfer of the Amount has been made by the FINANCIAL INTERMEDIARY to *IQ Immigrants Investisseurs inc.*, except where the INVESTOR shall be subject to one of the following circumstances:
- his application for Québec selection certificate within the meaning of *An Act respecting immigration to Québec* (R.S.Q., c. I-0.2, a. 3.3) shall have been rejected;
 - his Québec selection certificate within the meaning of *An Act respecting immigration to Québec* (R.S.Q., c. I-0.2, a. 3.3) shall have been cancelled;
 - his application for a visa or permanent residence status within the meaning of *Immigration and Refugee Protection Act* (S.C. 2001, c. 27) shall have been refused. The parties agree that a withdrawal by the INVESTOR of his application for a visa or permanent residence status may not be construed as being a refusal of a visa or of permanent residence status and may not, therefore, give rise to a repayment of the Amount prior to maturity;
- 5.4 Should one of the events referred to in Subsection 5.3 occur, the INVESTOR shall forthwith notify in writing the Minister of his intent to withdraw the Amount invested and he shall attach thereto a copy of the decision of the federal authorities with respect to his application for a visa or permanent residence status, as the case may be. Following such notice and after approval thereof, the Minister shall notify *IQ Immigrants Investisseurs inc.* that it is required, as soon as practicable, subject to any existing security, to return the Amount to the FINANCIAL INTERMEDIARY. The latter shall, subject to the debts and liabilities which the INVESTOR shall have incurred towards the FINANCIAL

INTERMEDIARY, repay the funds to the INVESTOR by depositing them in the country of origin thereof, in an account established in his name. The FINANCIAL INTERMEDIARY shall forward to the Minister, within thirty (30) days following the repayment of the Amount to the INVESTOR, or to the creditor, as the case may be, a document certifying such repayment.

- 5.5 Should the INVESTOR intend to challenge the decision of the Minister, he shall notify in writing the FINANCIAL INTERMEDIARY of his intent. Should he intend to challenge the decision of the federal government, he shall notify in writing the Minister and the FINANCIAL INTERMEDIARY of his intent. In the event of a challenge and, until a final decision shall have been handed down, the Amount shall not be returned by *IQ Immigrants Investisseurs inc.* unless the investment shall have matured.
- 5.6 In the event that the INVESTOR shall not make a challenge and should he fail to notify the Minister or the FINANCIAL INTERMEDIARY of his intent to withdraw the Amount invested, the Minister, one hundred and twenty (120) days following the date of its decision or that of the federal authority, shall notify *IQ Immigrants Investisseurs inc.* that it is required to return, as soon as practicable, subject to any existing security, the Amount to the FINANCIAL INTERMEDIARY. The latter shall, subject to the debts and liabilities incurred by the INVESTOR towards the FINANCIAL INTERMEDIARY, repay the funds to the INVESTOR by depositing the latter, in the country of origin thereof, in an account established in his name. The FINANCIAL INTERMEDIARY shall forward to the Minister, within thirty (30) days following repayment of the Amount to the INVESTOR, or to the creditor, as the case may be, a document certifying such repayment.

6. CHANGE OF FINANCIAL INTERMEDIARY

- 6.1 In light of the fact that the Agreement may not be terminated, subject to Section 5, the INVESTOR may not change the FINANCIAL INTERMEDIARY as of the date of the submission of his application for a Québec selection certificate to the Minister, except upon grounds related to the broker or to the trust company, such as bankruptcy, cessation of management activities, purchase or amalgamation, or a proven fault.

7. AUDIT

- 7.1 The parties to this Agreement recognize that the Minister may audit the state of the investment and, for this purpose, has the authority to require the FINANCIAL INTERMEDIARY to offer up for inspection any and all documents with respect to stipulated requirements mentioned in Section 2 up to and including Section 6.

8. PERSONAL INFORMATION

- 8.1 The INVESTOR authorizes the FINANCIAL INTERMEDIARY to collect and to disclose to the Minister (the contact information of which is set out in Schedule B) the personal information relating to him which shall be necessary for the application of the Regulation, including information with respect to his identity, to the duties entrusted to the FINANCIAL INTERMEDIARY and to the investment required pursuant to the Regulation.

- 8.2 He shall also authorize the FINANCIAL INTERMEDIARY to forward to *IQ Immigrants Investisseurs inc.* (the contact information which is set out in Schedule B), the personal information relating to him which shall be necessary for the application of the Regulation and the Program, such as information with respect to his identity, to the duties entrusted to the FINANCIAL INTERMEDIARY and to the deposit of the Amount with *IQ Immigrants Investisseurs inc.*
- 8.3 Access to such information shall be restricted only to those persons authorized pursuant to the provisions of *An Act respecting the protection of personal information in the private sector* (R.S.Q., c. P-39.1) and of *An Act respecting access to documents held by public bodies and the protection of personal information* (R.S.Q., c. A-2.1).
- 8.4 The INVESTOR has the right to be notified of the information relating to him held by the FINANCIAL INTERMEDIARY and, as the case may be, may request in writing the correction thereof.

9. GOVERNING LAW

This Agreement shall be governed by the laws in effect in Québec. In the event of a dispute, the tribunals and courts of Québec shall have sole jurisdiction.

10. TERM OF THE AGREEMENT

This Agreement shall come into force upon the date of its execution and shall terminate, subject to Subsections 5.1 and 5.2, upon delivery to the Minister by the FINANCIAL INTERMEDIARY of the document certifying the repayment of the funds to the INVESTOR or to the creditor, as the case may be.

11. AMENDMENT

Any amendment to the Agreement shall, prior to being executed by the parties and coming into force, have been forwarded in advance to the Minister so that the latter may examine it with a view to determining its compliance with regulatory requirements. The amendment which shall have been approved and executed by the parties, shall be forwarded to the Minister.

FOR THE INVESTOR

Executed in _____, on _____

By _____

Name: _____
INVESTOR

FOR TRUST ETERNA INC.

Executed in _____, on _____

By _____

Name: Robert Archer, secretary

SCHEDULE A – EXCERPT OF THE REGULATION RESPECTING THE SELECTION OF FOREIGN NATIONALS

Regulation respecting the selection of foreign nationals (R.R.Q., 1981, c. M-23.1, r. 2; S.Q., 1994, c. 15, s. 12)

An Act respecting immigration to Québec (R.S.Q., c. I-0.2, s. 3.3)

DIVISION I - GENERAL PROVISIONS

§ 1. Definitions and interpretation

1.1 In this Regulation, unless the context indicates otherwise, the following words and expressions mean:

- b.1) «dealer»: a dealer in securities acting as principal within the meaning of the Securities Act (R.S.Q., c. V-1.1) who has a place of business in Québec, who is registered with the *Autorité des marchés financiers* and whose rights are not suspended;
- e.2) "investor's management experience": the assuming, for at least 2 years in the 5 years preceding the application for a selection certificate, of duties related to the planning, management and control of financial resources and of human or material resources under the investor's authority; the experience does not include the experience acquired in the context of an apprenticeship, training or specialization process attested to by a diploma;"
- m) «trust company»: a trust company referred to in the Act respecting trust companies and savings companies (R.S.Q., c. S-29.01) or in the Trust and Loan Companies Act (S.C. 1991, c. 45) and having a place of business in Québec.

R.R.Q., 1981, c. M-23.1, r. 2, s. 1; O.C. 1504-88, s. 1; O.C. 1784-91, s. 1; O.C. 189-93, s. 1; O.C. 1323-95, s. 1; O.C. 828-96, s. 1; O.C. 413-2000, s. 1; O.C. 500-2001, s. 1; O.C. 728-2002, s. 1; O.C. 351-2003, s. 1; O.C. 25-2005, s. 1; O.C. 838-2006, s. 1; O.C.1117-2008, s.1.

§ 2. Procedure for obtaining a selection and acceptance certificate

15. The foreign national is advised of the acceptance or the rejection of his application for a selection or acceptance certificate within a period of 60 days after the decision.

The selection certificate issued following the acceptance of the application is valid for 3 years from the date of its issue. Where a new selection certificate is issued immediately following the expiry of the previous selection certificate, it is valid for 12 months, if the conditions in effect at the time of the issue of the previous selection certificate continue to be met.

R.R.Q., 1981, c. M-23.1, r. 2, s. 15; O.C. 1504-88, s. 2; O.C. 1784-91, s. 1; O.C. 189-93, s. 2; O.C. 413-2000, s. 4; O.C. 728-2002, s. 6; O.C. 351-2003, s. 3; O.C. 838-2006, s. 8.

15.1. A selection certificate lapses if

- a) the foreign national in the economic class does not file the application for a permanent resident visa in accordance with the Immigration and Refugee Protection Regulations within 12 months after the date of issue of the certificate;

- b) ...;
- c) ...; or
- d) the foreign national obtains a new selection certificate.

O.C. 838-2006, s. 9.

§ 3. Classes of foreign nationals wishing to settle permanently in Québec

21. The economic class includes a foreign national at least 18 years of age in one of the following subclasses:

- d) "investor":
 - (i) he has experience in management in a legal farming, commercial or industrial business, or in a legal professional business where the staff, excluding the investor, occupies at least the equivalent of 2 full-time jobs, or for an international agency or a government or one of its departments or agencies;
 - (ii) he has, alone or with his accompanying spouse, including de facto spouse, net assets of at least \$800,000 obtained legally, excluding the amounts received by donation less than 6 months before the date on which the application was filed;
 - (iii) he comes to settle and to invest in Québec in accordance with the provisions of this Regulation;".

R.R.Q., 1981, c. M-23.1, r. 2, s. 21; O.C. 1080-86, s. 1; O.C. 1968-89, s. 1; O.C. 425-92, s. 1; O.C. 1725-92, s. 3; O.C. 828-96, s. 5; O.C. 307-99, s. 1; O.C. 500-2001, s. 6; O.C. 728-2002, s. 10; O.C. 838-2006, s. 12; O.C.1117-2008, s.3

DIVISION II - SELECTION CERTIFICATE

§ 3. Economic class

34.1. A foreign national who applies for a selection certificate as an investor shall file with the Minister an investment agreement signed with a broker or a trust company that entered into an agreement with the Minister and *Investissement Québec* or one of its subsidiaries and which will be, in Québec, the foreign national's mandatary with the Minister and *Investissement Québec* or one of its subsidiaries.

The Minister shall examine the agreement and shall award the applicant the points provided for in the Regulation respecting weighting if the agreement complies with the provisions of this Regulation.

The agreement must contain at least the following conditions, which must apply for the full term of the agreement:

- a) an undertaking for the foreign national to make an investment of \$400,000 with a broker or trust company which must invest the amount with *Investissement Québec* or one of its subsidiaries after the Minister has sent a notice of intent to issue a selection certificate to the foreign national, not later than 120 days after the issue of that notice, for the purpose of financing;

- i) a program established under section 27 or 59 of the Act respecting *Investissement Québec* and *La Financière du Québec* (R.S.Q., c. I-16.1);
 - ii) the exercise of the Minister's responsibilities under the Act respecting the *Ministère des de l'Immigration et des Communautés culturelles* (R.S.Q., c. M-16.1); **(The provision of an agreement filed before 2 March 2005 that differ from the provision of this subparagraph is without effect after that date. (O.C. 25-2005, s. 6))**
- a.1) the opening of a separate account in the name of the foreign national by the broker or trust company;
 - a.2) the establishment of the identity of the foreign national by the foreign national's name, sex, date of birth, permanent address, citizenship, personal telephone number, the type of document proving the foreign national's identity, the number of that document and the place of issue; any change in any of the particulars must be notified to the broker or trust company by the foreign national within 30 days of the change;
 - a.3) a prohibition against the foreign national's changing brokers or trust companies from the date of filing of the application for a selection certificate, except for reasons related to the broker or trust company, such as bankruptcy, cessation of management activities, an acquisition or amalgamation, or a proven fault; **(The provision of an agreement filed before 2 March 2005 that differ from the provision of this subparagraph is without effect after that date. (O.C. 25-2005, s. 6))**
 - b) the term of the investment is five years and is computed from the date on which the amount of \$400,000 is invested by *Investissement Québec* or one of its subsidiaries; that date may not be prior to the date of the sending by the Minister of a notice of intent to issue a selection certificate to the investor;
 - c) the agreement or any other deed signed in connection with that agreement or investment, except those entered into for the purposes of a program referred to in subparagraph a, must not provide for a hypothec, a guarantee or any other security granted by a third party in favour of a foreign national or a member of his family;
 - d) the investment with *Investissement Québec* or one of its subsidiaries must be irrevocable before the end of its term, unless the selection certificate is cancelled, the application for a selection certificate is refused or the investor's application for a visa or permanent residence within the meaning of the Immigration and Refugee Protection Act is denied and, in those cases, the agreement must provide that the broker or trust company is required to reimburse the investment to the investor by depositing the investor's funds in the country from which the funds originated, in an account in the investor's name, and file a document with the Minister attesting to the reimbursement of the investment within 30 days of the deposit; **(The provision of an agreement filed before 2 March 2005 that differ from the provision of this subparagraph is without effect after that date. (O.C. 25-2005, s. 6))**
 - e) within 30 days of the maturity of the investment, the broker or trust company shall reimburse the investment to the investor and shall file a document with the Minister attesting the reimbursement.

34.1.1 The agreement referred to in section 34.1 must also contain at least the following provisions:

- a) a requirement for the broker or trust company to give to the foreign national, to be filed with the application for a selection certificate, a statement from the broker or trust company attesting that the identity of the foreign national has been ascertained and describing the steps the broker or trust company has taken as regards the source and origin of the foreign national's assets;
- b) a requirement for the broker or trust company having entered into the agreement referred to in section 34.1 to provide the Minister with proof of registration in the registry of lobbyists under the Lobbying Transparency and Ethics Act (R.S.Q., c. T-11.011), where the broker or trust company is also the mandatary of the foreign national during the selection certificate process;
- c) a description of the procedure for the exchange of information between the parties to the agreement."

38. The Minister is to issue a selection certificate to a foreign national in the economic class who

- a) obtains, in the awarding of the points as provided in the Regulation respecting weighting in respect of the factors and criteria listed in the Selection Grid for the Economic Class in Schedule A that apply to the foreign national's subclass, the number of points required as the cutoff score, where applicable, and as the passing score ;
- b) ...; or
- c) in the case of an investor, also files with the Minister a document certifying that the amount indicated in the investment agreement has been invested with *Investissement Québec* or one of its subsidiaries R.R.Q.,

RRQ 1981, c. M-23.1, r. 2, s. 38; O.C. 1080-86, s. 3; O.C. 425-92, s. 3; O.C. 1725-92, s. 6; O.C. 828-96, s. 15; O.C. 728-2002, s. 23; O.C. 25-2005, s. 4; O.C. 838-2006, s. 23.

ANNEXE B – DISCLOSURE OF PERSONAL INFORMATION TO DESIGNATED ORGANIZATIONS

Ministère de l'Immigration et des Communautés culturelles

Direction de l'immigration économique
285, Notre Dame Ouest, bureau 4.02
Montréal (Québec) H2Y 1T8
Canada

IQ Immigrants Investisseurs inc.

1200, route de l'Église, bureau 500
Sainte-Foy (Québec) G1V 5A3
Canada

POWER OF ATTORNEY WITH RESPECT TO THE APPLICATION FOR A QUEBEC SELECTION CERTIFICATE AND TO THE FINANCIAL TRANSACTIONS ARISING FROM THE INVESTMENT AGREEMENT ENTERED INTO BETWEEN THE BROKER OR THE TRUST COMPANY AND THE IMMIGRANT INVESTOR

I, the undersigned, _____, born on _____ and residing at _____

hereby appoint TRUST ETERNA, a trust company within the meaning of *An Act respecting trust companies and savings companies* (R.S.Q., ch. S-29.01), having its principal place of business at 1134 Grande Allée Ouest, suite 400, Quebec (Quebec) G1S 1E5, Canada, and represented by: _____

hereinafter referred to as the "Agent", with a view to acting for and on my behalf as agent in order to take any action with respect to my application for a Quebec Selection Certificate and to the Investment Agreement, and, in particular, I hereby appoint such Agent to:

- deposit, in a separate account opened in my name, the funds which I transferred to the Agent for the purposes of the investment to be made in accordance with section 34.1 of the *Regulation respecting the selection of foreign nationals* and according to the terms of the Investment Agreement;
- effect the following transactions in my account:
 - In the case of a transfer of \$CDN400,000, transfer the Sum of \$CDN400,000 to IQ Immigrants Investisseurs Inc. for the purposes of completing the required investment;
 - In the case of a transfer of a portion of the Sum of \$CDN400,000 with a loan from a financial institution, receive the amount of the loan from the Lender and transfer \$CDN400,000 to IQ Immigrants Investisseurs Inc.;
 - All other transactions as part of the management of the account in the performance of his or her duties as securities broker or trust company in order to give full effect to this power of attorney. The Agent shall notify me of such transactions as soon as practicable.
- execute, deliver, file or record in my name any legal document regarding the investment which the Agent shall deem to be relevant to the investment or to its security, namely the following documents:
 - Hypothec, Promissory Notes, Loan Agreement, Power of Attorney from lending institution.
- hold only itself or by an authorized financial institution the Note to be issued by IQ Immigrants Investisseurs inc. until the payment of the Amount by IQ Immigrants Investisseurs inc.;
- receive and deposit into my account the sums of money payable to me and acknowledge such receipt;
- represent me before any governmental authorities as part of my application for a Quebec Selection Certificate, act on my behalf, execute or file any document, application, motion, request, proceeding or appeal, supply any information with respect to such application and discuss any matter relating thereto.

I declare that this power of attorney may only be revoked if the Investment Agreement is terminated according to its provisions.

This power of attorney is governed by the statutes in effect in the Province of Quebec. Only the courts of Quebec and the Supreme Court of Canada have jurisdiction to decide any dispute which may arise between the parties.

In witness whereof, I executed this power of attorney in _____ ,
on ____/____/____
day month year

Signature of Applicant: _____

Signed and delivered in the presence of:

Signature of the witness: _____

Name of the witness: _____



TRUST ETERNA

FINANCING AGREEMENT AND ACCOUNT OPENING

PREAMBLE

WHEREAS, the Investor has entered into an Investment Agreement (the Investment Agreement or Agreement) with the FINANCIAL INTERMEDIARY (Trust Eterna inc.) providing for an investment of \$400,000 with *Investissement Québec* or one of the subsidiaries as required by the *Regulation respecting the selection of foreign nationals* (R.R.Q., 1981, c. M-23.1, r. 2; L.Q., 1994, c. 15, a. 12, as amended);

WHEREAS the Investor may choose to employ the services of the FINANCIAL INTERMEDIARY to arrange the financing of the Investment.

THE PARTIES AGREE AS FOLLOWS:

1. The Investor ("INVESTOR") has undertaken pursuant to the Investment Agreement to make an investment in Canadian dollars (CDN\$) of CDN \$400,000 (hereinafter the "AMOUNT") with Trust Eterna Inc. (the "FINANCIAL INTERMEDIARY"). This AMOUNT may be partially financed by the INVESTOR. The INVESTOR's cash portion ("CASH AMOUNT") of the option chosen will be fixed and will not increase for the whole period.
2. The FINANCIAL INTERMEDIARY assumes no responsibility for any INVESTOR deposit until officially received by the FINANCIAL INTERMEDIARY. An official receipt issued by the FINANCIAL INTERMEDIARY (head office in Quebec) will evidence official reception. The FINANCIAL INTERMEDIARY has not authorized any person to receive any monies payable hereunder, and, in the event that the INVESTOR decides to remit any amounts via his/her Immigration Consultant or any other person, said Consultant or person shall act as the INVESTOR's sole mandatary, and the FINANCIAL INTERMEDIARY assumes no responsibility until such time as it has been officially received.
3. The INVESTOR may choose to finance a portion of the Amount as set forth in Option A below or provide the entire AMOUNT as set for in Option B:

Option A: CDN \$120,000 Cash Amount: This CASH AMOUNT, which will never increase for the whole period, represents the INVESTOR's portion of his/her own funds. This CASH AMOUNT shall be deposited in compliance with the Investment Agreement after issuance of a notice of intent to issue à Certificate of Selection of Quebec ("CSQ") to the Investor. This CASH AMOUNT will not be returned nor will any interest or revenue be generated from it. The FINANCIAL INTERMEDIARY will manage to obtain the remainder of the CDN \$400,000 to be deposited through the disbursement of a loan arranged by the FINANCIAL INTERMEDIARY and contracted by the INVESTOR, with a financial institution chosen by the FINANCIAL INTERMEDIARY or any other type of credit facility offered by the FINANCIAL INTERMEDIARY. The full reimbursement of the investment by *Investissement Québec* or one of its subsidiaries at the end of its 5-year term shall cover and be applied to the full reimbursement of the loan contracted by the INVESTOR and any surplus over the course of said term, as the case may be, shall be kept by the FINANCIAL INTERMEDIARY as management fee.

Initial to select this option A

Option B: CDN \$400,000 Cash Amount: This Cash Amount, which will never increase for the whole period, represents the INVESTOR's own funds. This CASH AMOUNT shall be deposited in compliance with the Investment Agreement after issuance of a notice of intent to issue a CSQ to the INVESTOR. The full Amount of CDN \$400,000 will be reimbursed to the INVESTOR by the FINANCIAL INTERMEDIARY out of the reimbursement of the Investment by *Investissement Québec* or one of the subsidiaries at the end of the 5-year term of the Investment.

Initial to select this option B

4. MANDATORY'S REMUNERATION

The INVESTOR acknowledges that the FINANCIAL INTERMEDIARY may receive payment (for its own account and for that of other persons) of fees or remuneration from *Investissement Québec* or one of its subsidiaries. This amount shall be used, namely and without restriction, to defray the fees of the FINANCIAL INTERMEDIARY relating to the services of finding and negotiating the investment as herein provided and to pay the fees, remuneration and other costs to Immigration consultants, including the one having recruited the INVESTOR, both inside and outside of Canada.

5. INTERPRETATION

- 5.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. Unless expressly stated otherwise, all dollar amounts herein refer to Canadian dollars.
- 5.2 Subject to any undertaking, the parties agree to confer exclusive jurisdiction for any litigation with respect to this Agreement to the court having jurisdiction in the District of Quebec, Province of Quebec, Canada.
- 5.3 Any order, notice or direction given by the INVESTOR to the FINANCIAL INTERMEDIARY shall be in writing and signed by the INVESTOR. Prior to complying with any such order, notice or direction, the FINANCIAL INTERMEDIARY will have the right without ever being obligated to do so, to require any proof he deems appropriate of the authenticity of any such signature.
- 5.4 The FINANCIAL INTERMEDIARY will not be bound by this Agreement unless: 1) duly signed and dated by the INVESTOR; 2) it has been signed by a duly authorized person from the FINANCIAL INTERMEDIARY's Head Office; and 3) the FINANCIAL INTERMEDIARY has received at the address below its original copy.
- 5.5 The parties hereby state their wish that this Agreement as well as all documentation contemplated hereby, pertaining hereto or to be executed in connection herewith, are drawn up in the English language. Les parties expriment leur désir explicite à l'effet que cette entente de même que tous documents envisagés par les présentes ou y ayant trait ou qui seront signés relativement aux présentes soient rédigés en anglais.

6. NOTICES

All notices, reports, requests, instructions or communications mutually to be given by the parties shall be made in writing. To be valid, such notices must be sent by registered mail or facsimile with proof of transmission and reception and addressed, in the case of the INVESTOR, at the address of the New Account Application hereafter or as communicated to the FINANCIAL INTERMEDIARY, and, in the case of the FINANCIAL INTERMEDIARY, at the following address:

TRUST ETERNA INC.
1134, Grande Allée Ouest, suite 400, Québec (Québec) G1S 1E5
Telephone: (418) 692-9292 Fax: (418) 266-1002 Email: eterna@eterna.ca

7. FUNDS WRITING TRANSFER INFORMATION

BANQUE NATIONALE DU CANADA
801, Grande Allée Ouest, Québec (Québec) G1S 1C1

Account name:	Trust Eterna Inc.
Institution:	006
Transit:	10651
Account \$ CDN:	00-615-25
Swift code:	BNDCCAMMINT

The amount to be transferred is to be remitted in Canadian currency. Should the transferred funds be in US currency, Trust Eterna will convert the funds to Canadian currency upon receipt at the rate provided by its financial institution. It is the responsibility of the applicant to ensure the deposited amount is equal to the deposit option chosen with regards to this agreement. Any shortage will be the responsibility of the applicant and may result in delays in processing the application, any surplus will be refunded to the applicant.

IN WITNESS THEREOF, the INVESTOR has signed the present Financial Agreement and Account Opening document in _____ on _____.

Consultant's or Witness' signature

INVESTOR's signature

Consultant's or Witness' written name

INVESTOR's written name

Executed in Quebec, on _____

By: _____
Trust Eterna Inc.



TRUST ETERNA

ACCOUNT APPLICATION

--

Account number

PERSONAL INFORMATION Mr. Mrs.

Last Name	First Name	Initials
Address		Apt. City
Province / Country	Postal Code	Telephone ()
Date of Birth	Citizenship	Social Insurance No.
Employer's Name (former employer if retired)		Type of Business
Employer's Address		Postal Code
Actual Position		Business Telephone ()
Marital Status <input type="checkbox"/> single <input type="checkbox"/> married <input type="checkbox"/> widowed <input type="checkbox"/> others		No. of dependents
Spouse's Name		Spouse's Employer
Spouse's Employment Position		Spouse's Type of Business
Fax: () Telephone contact <input type="checkbox"/> Home <input type="checkbox"/> At work		Information to be sent to: <input type="checkbox"/> Personal Address <input type="checkbox"/> Other Address (please specify)
First contact obtained from :		<input type="checkbox"/> Referral

YOUR PERSONAL FINANCIAL INFORMATION

Banking Information

Name of Institution	Branch No.	Account No.
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TYPE OF ACCOUNT(S) YOU WISH TO OPEN

Type of Account

PERSONAL

Comments

Your signature

Client Number: _____

Date: _____

Approved: _____

Vice-President – Trust Eterna